



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 15, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 February 15, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AMENDMENT 2 OF CONTRACT FOR GRAFFITI REMOVAL IN THE WEST AREA OF THE FLOOD CONTROL SYSTEM IN LOS ANGELES COUNTY (SUPERVISORIAL DISTRICTS 1, 3, AND 5) (3 VOTES)

SUBJECT

This action is to amend a contract to provide graffiti removal services at an additional 29 channels, reaches, and debris basins in the West Area of the flood control system in Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that this service continues to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve Amendment 2 to Contract No. 76408 with Woods Maintenance Service, Inc., d.b.a. Graffiti Control Systems, Inc., to expand the graffiti removal services to include an additional 29 channels, reaches, and debris basins and increase the annual contract sum from \$180,120 to \$272,867, an increase of \$92,747 prorated for the current contract year, and increase the annual contract amount to \$286,116 for the subsequent three option years with a potential maximum contract sum of \$1,688,165 effective February 16, 2011, or execution by both parties, whichever occurs last.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the

scope of the contract, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to amend Contract No. 76408 with Woods Maintenance Service, Inc., d.b.a. Graffiti Control Systems, Inc., to include graffiti removal services at an additional 29 channels, reaches, and debris basins in the West Area of the flood control system in Los Angeles County as listed in Attachment 1 (Exhibit F.3A) of the enclosed amendment (Enclosure).

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The additional amount of \$92,747 will increase the contract's annual amount from \$180,120 to \$272,867 prorated for the current contract year. The additional annual amount of \$105,996 (\$8,833 monthly) will increase the contract's annual amount from \$180,120 to \$286,116 for the subsequent three option years plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

Funding for this additional service and 10 percent additional funding for contingencies is included in the Fiscal Year 2010-11 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget.

Funds for the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 11, 2007, Agenda Item 24, your Board approved Contract No. 76408 with Woods Maintenance Service, Inc., d.b.a. Graffiti Control Systems, Inc., located in North Hollywood, for Graffiti Removal at West Area Flood Control Facilities, authorizing aggregate annual contract expenditures of \$189,600. The contract was for an initial one year period with four 1-year renewal options for a maximum potential contract term of five years.

On September 8, 2009, Agenda Item 15, your Board approved a 5 percent unit cost reduction with a two-year extension with this contractor. The annual contract sum was reduced starting on October 1, 2009, for the first option year of the contract from \$189,600 to \$187,230, and from \$189,600 to \$180,120 for the subsequent contract years. The contract's term was extended for an additional two year period starting January 1, 2010. The contract is in its second extension year of the two-year

cost reduction extension period with three 1-year renewal options left in the contract for a maximum potential contract term of seven years.

The amendment, which is substantially reflected in the Enclosure, will continue the contract's current terms, specifications, and conditions. The Director of Public Works or her designee will execute the amendment in accordance with your Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

The contractor has agreed to pay their full-time employees the current Living Wage Rate approved by your Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to the contract, as County employees can perform these contracted services. This contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by your Board and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, Proposition A cost analysis indicates that the recommended contracted services continue to be performed more economically by the private sector.

Prior to award of the contract and pursuant to the applicable memorandum of understanding, the RFP for these contracted services was submitted to the appropriate union for review on October 4, 2007. The union did not ask to meet with Public Works regarding the solicitation at that time. Pursuant to the applicable memorandum of understanding, the appropriate union was notified on February 1, 2011, of this recommended action to amend the contract.

ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. These services are for graffiti removal from flood control facilities and are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contracted services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors
2/15/2011
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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Office of Affirmative Action Compliance (w/o
enc.)

AMENDMENT 2 TO CONTRACT NO. 76408GRAFFITI REMOVAL AT WEST AREA FLOOD CONTROL FACILITIES

THIS AMENDMENT, made and entered into this ____ day of _____, 2011, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Woods Maintenance Services, Inc., d.b.a. Graffiti Control Systems, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 76408 was entered into between the COUNTY and the CONTRACTOR, on December 11, 2007, to provide graffiti removal at West Area flood control facilities; for a period of one year commencing on January 1, 2008, through December 31, 2008, with four one-year renewal options, for total contract period not to exceed five years; and

WHEREAS, on January 1, 2009, the COUNTY renewed this Contract for the first option year; and

WHEREAS, on October 1, 2009, Amendment 1 to this Contract was executed by the Director of Public Works and the CONTRACTOR to accept a cost reduction of 5 percent without any reduction in the goods and services provided to the COUNTY in exchange for a two-year contract term extension. The Contract's not-to-exceed annual amount was decreased from \$189,600 to \$180,120; and

WHEREAS, the COUNTY desires to expand this Contract to include graffiti removal services at an additional 29 channels, reaches, and debris basins; and

WHEREAS, the CONTRACTOR is willing to provide these services under the Contract's existing terms and conditions as amended by this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 76408 between them shall be amended as follows:

FIRST: Exhibit A, Scope of Work, paragraph D, Facility Locations and Limits, is hereby deleted and replaced with the following:

D. Facility Locations and Limits

Facility Locations and Limits are as described in Exhibits F.3 and F.3A (Attachment 1). As a reference, the locations of the flood control channels as listed in Exhibits F.3 and F.3A, include the page number and grid coordinates from a 2006 Thomas Guide.

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SECOND: The cost for these additional services will be \$8,833 per month, increasing this Contract's not-to-exceed amount from \$180,120 to \$272,867, an increase of \$92,747 prorated for the current Contract year, and to \$286,116 for the remaining option years, if any, or such greater sums that the Board approves (Maximum Contract Sum).

THIRD: This Contract's Form LW-8, Cost Methodology, is supplemented as reflected in Attachment 2 for the additional services.

FOURTH: The monthly rate reflected in Form PW-2 (Schedule of Prices) to be utilized by the COUNTY to pay the CONTRACTOR for graffiti abatement work provided will be increased from \$15,010 to \$23,843 per month.

FIFTH: The following provision is incorporated into the Contract as Part II, Exhibit B, Section 9, Compliance with COUNTY'S Defaulted Property Tax Reduction Program:

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of COUNTY'S ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Attachment 3).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from the COUNTY through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within ten days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to Los Angeles County Code, Chapter 2.206.

SIXTH: This AMENDMENT will take effect on February 16, 2011.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

WOODS MAINTENANCE SERVICES,
INC., d.b.a., GRAFFITI CONTROL
SYSTEMS

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

WEST AREA FLOOD CONTROL FACILITIES LOCATIONS

Following is a description of each facility included in this Contract. The terms right bank and left bank on channels are based on the observer looking downstream. As a reference, the locations include the page number and grid coordinates from a 2006 Thomas Guide.

<u>Facility</u>	<u>Location</u>
Aliso Creek	(T.G. 501 A-1) through (T.G. 501 H-6) - Aliso Basin to the Los Angeles River (including Wilbur Debris retaining inlet).
Bell Creek	(T.G. 529 C-4) through (T.G. 530 A-5) main channel Inlet (MTD 963) at Bell Canyon Road to the confluence with the Los Angeles River (including Bell Creek DRI and Sub Yard).
Bell Creek South Fork	(T.G. 529 D-7) through (T.G. 529 F-5) Calvert St. to Bell Creek.
Bell Creek South Branch	(T.G. 529 G-6) through (T.G. 529 G-5) Haynes St. to Bell Creek.
Big Tujunga Wash	(T.G. 503 A-2) through (T.G. 503 D-2) along Wentworth St. and 210 Fwy.
Mitigation Bank Blanchard Cyn. Channel	(T.G. 504 C-4) through (T.G. 504 C-5) Blanchard Debris to existing reinforced concrete box (approximately 90' downstream).
Browns Creek	(T.G. 500 B-1) through (T.G. 530 C-5) 1895' upstream of Rinaldi St. to the Los Angeles River (including Browns SPS).
Bull Creek	(T.G. 501 E-1) through (T.G. 531 D-7) Rinaldi St. to Victory Blvd.
Bull Creek Reservoir Branch	(T.G. 501 E-1) through (T.G. 481 D-6) Simonds St. upstream to Stilling Basin.

Burbank Western System/ Burbank Channel	(T.G. 533 B-1) through (T.G. 533 D-4) Roscoe Blvd. to Cohasset St. (City of Burbank boundary).
Burbank Western System/ La Tuna Canyon Lateral	(T.G. 503 E-6) through (T.G. 533 B-1) La Tuna Debris Basin to Roscoe Blvd.
Burbank Western System/ Hansen Heights Channel	Stonehurst Ave. to the confluence with Burbank Western System – La Tuna Canyon Lateral.
Burnet Drain Unit 3	(T.G. 501 G-1) through (T.G. 501 G-4) Chatsworth St. to San Jose St.
Caballero Creek	(T.G. 560 J-5) through (T.G. 530 J-7) main channel inlet to the confluence with the Los Angeles River.
Calabasas Creek	(T.G. 559 F-3) through (T.G. 530 A-5) 400' upstream of Valley Circle Blvd. to Los Angeles River.
Chandler Canyon Channel	(T.G. 533 D-1) through (T.G. 533 B-2) Chandler Debris Basin to Glencrest Dr.
Chatsworth Creek	(T.G. 529 G-3) through (T.G. 529 G-3) Roscoe Blvd. to the confluence with Dayton Creek.
Cooks Canyon Channel	(T.G. 504 C-5) through (T.G. 504 C-7) Lowell Ave. to the confluence with Verdugo Wash.
Dayton Creek	(T.G. 529 E-2) through (T.G. 529 H-5) inlet area upstream of Rose Blvd. and Valley Circle to the confluence with Bell Creek.
Dry Canyon Channel (Calabasas)	(T.G. 559 F-4) through (T.G. 559 F-2) inlet area upstream of Ave. San Luis to the confluence with Calabasas Creek.
East Canyon Channel	(T.G. 481 J-5) through (T.G. 501 J-2) Astoria St. to the confluence with Pacoima Wash.
Haines Canyon Channel	(T.G. 503 H-4) through (T.G. 503 F-2) 60' upstream of Plainview Ave. to the outlet downstream of Wentworth St.
Hog Debris Basin	(T.G. 481 H-1) through (T.G. 481 H-1) spillway to existing reinforced concrete box.
Limekiln Creek	(T.G. 500 F-3) through (T.G. 500 G-7) Limekiln Debris Basin to the confluence with Aliso Creek.

Lopez Canyon Channel	(T.G. 482 F-6) through (T.G. 502 G-2) Lopez Inlet DRI to Hansen Dam.
Los Angeles River Lower	(T.G. 561 H-3) through (T.G. 563 B-5) Sepulveda Blvd. to 1700' downstream of Lankershim Blvd.
Los Angeles River	(T.G. 530 A-5) through (T.G. 531 A-7) upstream of Owensmouth Ave. to the Union Pacific Railroad Tracks downstream of White Oak Ave.
May Canyon Channel	(T.G. 482 C-1) through (T.G. 482 B-1) May Debris Basins 1 and 2 to Egbert St. (including May SPS).
Mansfield Channel	(T.G. 481 H-1) through (T.G. 481 J-2) Schoolhouse Debris Basin to Cobalt St.
MTD 646	(T.G. 560 G-5) upstream of Romero Dr. to just downstream of Romero Dr.
Pacoima Diversion	(T.G. 502 A-3) through (T.G. 532 D-1) Paxton St. to the confluence with Tujunga Wash.
Pacoima Wash Corps.	(T.G. 482 E-4) through (T.G. 502 A-3) Lopez Flood Control Basin to Paxton St.
Pacoima Wash LACDPW	(T.G. 532 A-3) through (T.G. 532 A-4) Woodman Ave. to Van Nuys Blvd. and Parthenia to the confluence of PJ 85, PJ 85, PJ 107 and East Canyon Channel.
Project 85	(T.G. 531 G-3) through (T.G. 532 C-4) Pacoima Wash to Tujunga Wash.
Project 88	(T.G. 531 H-1) along Parthenia St. from Burnet Ave. to Pacoima Wash.
Project 106	(T.G. 531 F-2) through (T.G. 532 F-7) south of Victory Blvd. and Haskell Ave. downstream to natural water course.
Project 107	(T.G. 502 E-5) through (T.G. 532 D-1) San Fernando Rd. to Pacoima Diversion (including Branford Spreading Basin).
Project 112	(T.G. 560 B-1) through (T.G. 530 C-5) Burbank Blvd. to the confluence with the Los Angeles River.

Project 461	(T.G. 502 D-3) through (T.G. 502 E-4) Pierce St. to just downstream of Montague St. (existing reinforced concrete box).
Projects 472 and 5226	(T.G. 531 C-1) through (T.G. 531 C-2) Balboa Blvd. to Louise Ave.
Rowley Debris Basin	(T.G. 504 A-2) spillway to existing reinforced concrete pipe.
Santa Susana Creek	(T.G. 499 J-2) through (T.G. 530 B-1) inlet area upstream of Tulsa St. to the confluence with Browns Creek.
Sombrero Debris Basin	(T.G. 481 G-1) spillway to existing reinforced concrete box.
Stetson Canyon Channel	(T.G. 481 F-1) through (T.G. 481 G-4) Stetson Debris Basin to Roxford St.
Tujunga Wash Central Branch	(T.G. 532 F-5) through (T.G. 563 A-5) Vanowen St. to the confluence with the Los Angeles River.
Wilbur Creek	(T.G. 500 G-1) through (T.G. 500 H-6) 118 Fwy to the confluence with Aliso Creek.
Wilbur Creek East Branch	(T.G. 500 H-2) upstream of San Fernando Mission Blvd. to the confluence with Wilbur Creek.
Wilson Canyon Channel	(T.G. 482 A-1) through (T.G. 482 D-5) Wilson Debris Basin to the confluence with Pacoima Wash.
Zachau Channel	(T.G. 504 A-2) Zachau Debris Basin to existing reinforced concrete pipe.

**ADDITIONAL WEST AREA FLOOD CONTROL FACILITIES
LOCATIONS**

Following is a description of additional facilities included in this Contract. The terms right bank and left bank on channels are based on the observer looking downstream. As a reference, the locations include the page number and grid coordinates from a 2006 Thomas Guide.

<u>Facility</u>	<u>Location</u>
Bouquet Canyon Channel	(T.G. 4461 J1, H1, H2, & T.G. 4550 H1, H2, J1)
Cassara Debris Basin	(T.G. 503 B1)
Castaic Creek	(T.G. 4369 H6, J7, T.G. 4459 J1, J4, H4, H5, H7, T.G. 4549 G1, G2, F3)
Chesebro Creek	(T.G. 558 C6 Running North/South)
Dry Canyon	(T.G. 559 F1, G4, G5, G6, G7)
Granada Channel	(T.G. 501 D4, D5)
Haskell Canyon Channel	(T.G. 4461 B3, B4, B5, B6)
Liberty Canyon Channel	(T.G. 558 E7)
Limekiln Debris Basin	(T.G. 500 F4)
Little Rock Wash	(T.G. 4287, T.G. 4387)
Mint Canyon Channel	(T.G. 4551 J3, T.G. 4552 A1)
Newhall Creek	(T.G. 4550 H7, J7)
North Tujunga Wash	(T.G. 503 D1, D2)
Pico Canyon Channel	(T.G. 4550 G7)
P.D. 1869	(T.G. 4550 J5)
P.D. 1982	(T.G. 4459 G6, H6)

ATTACHMENT 1 (EXHIBIT F.3A)

P.D. 2262	(T.G. 4459 G6)
P.D. 2278	(T.G. 4460 E7)
P.D. 2441	(T.G. 4459 H6)
P.D. 2456	(T.G. 4460 E6)
Project 1224	(T.G. 4287 H5, H7, T.G. 4377 H1, H2)
Plum Canyon Channel	(T.G. 4461 C5, D5, D6)
Porretta Channel	(T.G. 4551 F2, G2)
Santa Clara River	(T.G. 4551 D1, E2, F2, F3, G3, G4, H4, J3)
Santa Clara River South Fork	(T.G. 4640 F1)
Schwartz Debris Basin	(T.G. 503 D1)
Violin Canyon Channel	(T.G. 4369 G5, G6, H6)
Whites Canyon Channel	(T.G. 4551 E1, F1, G1)
1816 Debris Basin Center Pointe Pkwy	(T.G. 4551 B4, C4, D3, E3)

STAFFING PLAN AND COST

FORM LW-8

METHODOLOGY FOR CONTRACT: Graffiti Removal at West Area Flood Control Facilities - Revised for additional locations

PROPOSER: GRAFFITI CONTROL SYSTEMS

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Graffiti Abatement Technician		8	8	8	8	8	8	40	2080	\$12.00	\$24,960
Graffiti Abatement Technician		8	8	8	8	8	8	40	2080	\$12.00	\$24,960
Graffiti Abatement Technician		8	8	8	8	8	8	40	2080	\$13.50	\$28,080
Graffiti Abatement Technician		8	8	8	8	8	8	40	2080	\$14.50	\$30,160
Supervisor/Project Manager		2	2	2	2	2	2	10	520	\$15.00	\$7,800
Quality Control Inspector		2	2	2	2	2	2	10	520	\$16.00	\$8,320
Office Staff/Data Input		2	2	2	2	2	2	10	520	\$16.00	\$8,320
Comments/Notes:								Total Annual Salaries			
	(1) Vacations, Sick Leave, Holiday										
	(2) Health Insurance **										
	(3) Payroll Taxes & Workers' Compensation										
	(4) Welfare and Pension										
								Total Annual Employee Benefits (1+2+3+4)			
	(5) Equipment Costs										
	(6) Service and Supply Costs										
	(7) General and Administrative Costs										
	(8) Profit										
								Total Annual Other Costs (5+6+7+8)			
								TOTAL ANNUAL PRICE			

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use part-time employees has been granted by the County.
 ** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

The above information was compiled from records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Graffiti Control Systems

Name of Proposer

December 22, 2010

Date


Signature

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor;
3. A purchase made through a State or Federal contract;
4. A contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to Chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)